



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Authorize staff to solicit proposals for a catering service and rental contract for Hutchins Street Square facilities, and adopt resolution authorizing the City Manager to reject or award contract (COM)

**MEETING DATE:** July 20, 2005

**PREPARED BY:** Tea Silvestre, Community Center Director

**RECOMMENDED ACTION:** Authorize staff to solicit proposals for a catering service and rental contract for Hutchins Street Square facilities, and adopt resolution authorizing the City Manager to reject or award contract.

**BACKGROUND INFORMATION:** In addition to renting facilities for conferences, weddings, and private parties, Hutchins Street Square also produces many special public events. Many, if not all of these events require the services of a food caterer, liquor license and/or concession personnel. In order to streamline services, provide added value to clients and generate additional revenue for the City, we have secured the services of an on-site caterer. That service contract has expired, and we would like to solicit proposals in order to continue the program. By leasing small office space to a catering vendor at market rate, the city realizes additional revenue. Also, any catering services secured by private rentals of Square facilities would be charged back to the renter. A copy of the RFP is attached.

**FISCAL IMPACT:** The City realized revenues of nearly \$7,000 last fiscal year under this last agreement.

**FUNDING:** None. No funding is required for this proposal.

  
Tea Silvestre  
Community Center Director

**APPROVED:**   
Blair King, City Manager

**Request for Proposals**  
-  
**Food Catering Services & Rental Contract**  
**at**  
**Hutchins Street Square**  
**in**  
**The City of Lodi, California**  
(Specification No. \_\_\_\_\_)

Notice is hereby given that the Purchasing Officer of the City of Lodi, California, will receive sealed proposals pursuant to Specification No. \_\_\_\_\_ at the Finance Department, City Hall Annex, 212 West Pine Street, Lodi, CA 95240, (P.O. Box 3006, Lodi, CA 95241-1910) not later than

**11:00 a.m. Friday, August 26, 2005**

at which time they will be publicly opened in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California, and provided to the City of Lodi Community Center Administration for evaluation.

Proposals received after said time will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked

**Proposal: Food Catering Services & Rental Contract - Hutchins Street Square**  
**Due August 26, 2005**

The Request for Proposals is intended to be used to qualify and select a firm to rent space at, and to provide on-site food catering services for all private rentals and other special events at Hutchins Street Square, 125 South Hutchins Street, Lodi, CA.

Individuals or firms submitting proposals must have demonstrable knowledge and experience with providing catering services.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal, and the further right to reject any and all proposals.

Technical questions regarding this project may be directed to Tea Silvestre, Community Center Director, telephone number (209) 333-6782.

Joel E. Harris  
Purchasing Officer  
City of Lodi

## **PROPOSAL INSTRUCTIONS**

### **I. ADMINISTRATIVE INFORMATION.**

#### **1. Proposer's Responsibilities**

The City of Lodi will receive sealed proposals to qualify and select a firm to provide catering services for the City of Lodi at Hutchins Street Square, 125 South Hutchins Street, Lodi, CA.

Responses to this Request for Proposal must be received by the City of Lodi no later than

**11:00 a.m. Friday, August 26, 2005**

Proposals must be clearly marked "Proposal – Food Catering Services & Rental Contract – Hutchins Street Square; Due January 30, 2004", and should be delivered to

City of Lodi:  
Attn: Purchasing Officer

(If delivered by FedEx, UPS, or courier):  
212 West Pine Street  
Lodi CA 95240

(If delivered by mail):  
P O Box 3006  
Lodi CA 95241-1910

Proposals received after 11:00 a.m. Friday, August 26, 2005 will be returned to the proposer unopened.

Proposer should read and understand the information and instructions for responding to this Request for Proposal.

Proposer shall comply with all federal, state and local laws, ordinances and regulations that in any manner affect this project.

Proposer shall provide satisfactory proof of liability, casualty and workers' compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of vendor or City of Lodi which may arise from the use of information provided in the Proposal, or from damages under any contract awarded as a result of this RFP. Any confidential information, or information protected by copyright, patent, or trademark, included in Proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select a firm to provide catering services as specified in "Specifications - Scope of Work" Upon selection, the City of Lodi may enter into negotiations with selected contractor for determination of contract terms and pricing.

Failure to respond to any requirements outlined in this Request for Proposal, or failure to enclose copies of the required documents, may disqualify the proposal. Companies declining to submit a proposal in response to this request should so advise the Purchasing Officer, in writing, to preclude exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

2. Pre-Proposal Conference

There will be no pre-proposal conference.

3. Proposal Format

Proposal shall be submitted in bound or booklet form, computer-generated or typewritten, with information presented in the following order: (1) Letter of Introduction on Company Letterhead, to include company background, office location and mailing addresses, telephone and FAX numbers, company principals and primary contact(s) for the City. Cover letter shall also include information regarding size of staff, description of equipment, staff training programs, and a discussion of past or current delivery of similar services; (2) A detailed outline of services to be provided; (3) Cost of services; (4) Not less than four references from present and former clients; (5) Statement of Insurance Coverage; (6) Copies of current permits and licenses held, to do business in the State of California, San Joaquin County and the City of Lodi; and (7) Signature page, with State License number.

Unless otherwise called for, one (1) copy of the Proposal shall be submitted.

4. Interpretation

If any person contemplating the submittal of a proposal is in doubt as to the proposal procedures, such proposer should contact the Project Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP.

5. Withdrawal of Proposal

Any proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals in response to this RFP. No proposer may withdraw a proposal after the time and date set for the opening thereof.

6. Multiple Proposals

No person, firm, or corporation shall be allowed to file or be interested in submitted multiple proposals for the same work or services unless alternative proposals are requested.

7. Addenda

Acknowledgment of receipt of any addendum issued during this RFP process shall be indicated in the RFP response, and shall be made a part of any agreement made between the City of Lodi and the selected contractor pursuant to this RFP.

8. Opening of Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the proposer (individual, firm, or corporation) shall be read into the public record

at the time and place set forth in the Request for Proposals. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the responses to the RFP.

9. Disputes

In case of discrepancy between words and figures, words shall prevail during the evaluation; provided, however, that the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

10. Evaluation of Proposals

Proposals will be evaluated on content and presentation, with emphasis on verifiable experience in providing similar services, and on extent of proposed services. Consideration will also be given to size of staff, training programs, equipment provided, proposed costs, references, and prior experience (if any) with the City.

11. Decision to Reject

The City reserves the right to reject any or all proposals for any reason, or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work itself. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Request for Proposal.

12. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior consent. The services required are specified herein as "III. Specifications" and are incorporated herein by this reference.

13. Invoicing and Verification of Costs

Invoices submitted by selected service provider shall include sufficient detail to provide verification of the invoiced amount, and shall include all applicable supporting documentation.

Properly documented invoices shall be submitted to  
City of Lodi - Hutchins Street Square  
125 South Hutchins Street  
Lodi CA 95240

## **II. SPECIAL CONDITIONS**

### **1. Licensing of Food Catering Service**

Service provider shall hold a valid State of California license at the time proposal is submitted, and, if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in effect during the period of the contract.

### **2. Force Majeure**

Performance of the required services shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

### **3. Insurance**

The selected service provider must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any agreement made pursuant to this RFP. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the agreement as well as such insurance as will protect the service provider from claims and liability under Worker's Compensation Acts, personal liability, property damage, and all other claims for damages, including personal injury, and death, which may arise from operations under the agreement. Risk Manager: (209) 333-6704.

### **5. Records and Audits**

Service provider shall maintain accurate and complete records specifically relating to the Services provided under the agreement. Service provider shall also keep records and books of account showing times and scope of services provided in the performance the agreement. City shall have the right to inspect and audit the books, records, and other items relating to the Agreement.

### **6. Scheduling:**

Services shall be scheduled by the Hutchins Street Square administration. In most cases, notice of one week will be given prior to any requirement for catering services; but may include events with only 24 hours notice.

### **7. Subcontracting:**

Should any proposer contemplate subcontracting any part of the work or services under the agreement, it shall submit with its proposal the name of the proposed subcontractor who shall perform any part of the work. It shall be understood that the service provider to

whom the contract is awarded shall be fully and solely responsible for the named sub-contractor and for the work done by the sub-contractor in any service assignment scheduled by the City of Lodi with the service provider.

8. Changes:

The agreement shall not be assigned or transferred without the written consent of City. No changes or variations of any kind are authorized without a written and signed amendment to the agreement. The proposed work or services shall be diligently prosecuted in accordance with the agreement. The agreement may be subject to extensions, reductions, or other revisions as may be necessary during the course of the Work, which shall be effectuated by Agreement Riders duly executed by the Project Manager.

9. Standard of Performance:

1.0 The selected service provider shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment.

2.0 If any failure to meet the foregoing warranty appears during the term of the agreement the City may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.

10. Indemnity

The selected service provider hereby agrees to protect, indemnify, defend and hold harmless City, its officers, agents, and employees from any and all demands, claims or liability of any nature, including wrongful death, caused by or arising out of the service provider's officers', agents' or employees' negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law may impose strict liability on the Proposer in the performance or nonperformance of the agreement.

11. Interest of Proposer

At all times the service provider shall be deemed to be an independent contractor and the proposer shall not be authorized to bind City to any contract or other obligation. Under the agreement, the service provider shall certify that no one who has or will have any financial interest under the agreement is an officer or employee of City.

12. Entire Agreement:

The agreement between City and the selected service provider will constitute the entire agreement of the parties hereto, and will supercede any previous agreement or understandings. The agreement may not be modified except in writing and executed by both parties.

13. Governing Law:

The laws of the State of California shall govern this RFP process and the agreement. All services provided to City shall comply with all policies, rules and regulations which may be in effect during the term of the agreement, as well as all federal, California and local statutes, ordinances, and regulations; and the venue of any actions, disputes, or claims brought thereunder shall be laid in or transferred to the County of San Joaquin in the State of California.

### III. SPECIFICATIONS

It is the intention of the City of Lodi to award one contract to proposer(s) that can both reside on-site and provide the catering service at Hutchins Street Square. Based upon current usage, it is anticipated that the caterer would be required to provide the following services (this is not a preset schedule, but is intended as a guide).

- a) The proposer must be available to provide group (i.e., 20 to 350 persons) food service for the following schedule: seven to ten (7 to 10) times per month, during normal business hours, Monday through Friday, 7 a.m. to 6 p.m.; in addition, proposer should be available to provide catering service for special events on weekends and evenings for larger groups (350 to 800 persons); and may elect to provide concession service for performing arts events and other public events.
- b) Group reservations are made in advance through the Hutchins St. Square administrative office. HSS administration shall inform groups of their option to 1) have their own catering, or 2) contract with the food service provider.
- c) Some groups attend the Square regularly each year. The groups that attend with some regularity include:
  - a. Arts Commission – monthly art receptions (attendance 100-200 persons)
  - b. Arts Commission – annual Art on the Square festival (attendance 1,000 to 2,000 persons)
  - c. Chamber of Commerce - Sandhill Crane Festival (attendance 2,000 to 3,000 persons)
  - d. Chamber of Commerce – State of the City luncheon (300 persons)
  - e. Hutchins St. Square Foundation – Annual Christmas Fundraiser (450 persons)
  - f. City of Lodi -- Meetings and Conferences (20 to 400 persons)
  - g. Arts Commission – Night Time Live concerts (350 persons)

Additionally, several other City and non-profit organizations use the Square at various times. HSS cannot commit to any definite volume during the contract period. The above mentioned groups may choose self service on some occasions.

- d) **Menu.** Proposer should submit to HSS sample menus detailing the meals that they will include as choices for groups requesting food service. Include information on specialties that may be available in areas of ethnicity or preparation (e.g., no msg, vegetarian, special cuisines, etc). The menu should include a variety of standard meals, i.e.,



breakfasts to include cereal, eggs, toast, etc.; lunches to include sandwich combinations, salads, and other cold plates, with hot meal options such as hamburgers, hot sandwiches, stew, casseroles, soups and; dinners to include soups, salads, hot sandwiches, stews, casseroles, spaghetti, main entree's such as chicken, fish, and beef, and some specialty items such as pizza, lasagna, enchiladas, and chow mein. Desserts and beverages should be offered as well. Beverages should include coffee, tea, milk, juice, iced tea, and soft drinks. Alcoholic beverages may also be included for special events. The items listed here are offered as a guide. The food service proposer should submit a recommended menu based upon these guidelines.

- e) **Pricing.** Pricing should be competitive in the Lodi area. The pricing schedule should be included as response to the RFP. Prices should reflect per-person-per-meal amounts, and explain any minimum the proposer feels must be implemented.
- f) **Equipment.** Kitchen facilities and storage will be provided by the Square. All other food preparation wares will be provided by proposer.
- g) **Storage.** Proposer may store food staples and non-perishable items in cabinets and storage areas in kitchen. Note that not all cabinets or storage areas are equipped with locks, therefore proposer assumes responsibility for installing locks on cabinets and storage areas it desires to use that presently do not have locks. A master set of keys for all locks is to be maintained on site that the Square administrator could access should the need arise for access.

#### IV. FOOD SERVICE ISSUES

Proposers are encouraged to address the following items and include them as a guide for developing the content of your proposal. This is offered as a guide for issues to be covered that are of importance to the City and Hutchins St. Square administration. Additional topics addressed by the proposer are welcome.

- a) **Philosophy/Experience** - Recognizing that the food and beverage service must operate at a select high level and be compatible with the arts concept, develop and illustrate the type of philosophy you will implement in conjunction with this service. Include details of previous food service experience in this type of environment with like size groups and clients.
- b) **Personnel Summary** - Provide an overview of management, with description of staff to be assigned to provide the requested service. Describe the duties and responsibilities of the following positions as they relate to the City account: management/owner, supervisors, servers, kitchen staff/cooks, cleaning, etc. Illustrate these positions on an organizational chart.
- c) **Accounting/Billing Procedures** - Describe the billing process to include direct billing with 30 day billing cycle. Describe billing statements and how orders will be handled – both with private rental clients and public events. This billing process will be determined and agreed to on final negotiation with successful vendor.

- d) Menu Pricing - Food and beverage items should be reasonably priced to ensure quality of production and profit for vendor while not excessive for renters. Menu selections must be flexible during the term of this agreement to ensure renter satisfaction.
- e) Performance Standards - Proposer shall provide and comply with all food industry standards and nutritional guidelines, in addition to adherence to safety and cleanliness standards.
- f) Costs - Please provide detailed information pertaining to all costs, charges, incidental costs or any other costs to be considered pertaining to the implementation of this service. HSS will not consider any hidden costs or additional cost not addressed in this proposal. Proposers should provide costs in Section XI. Pricing Schedule.
- g) Staffing. Proposer shall maintain an adequate staff at all times to ensure a high quality service operation on the Premises. Proposer shall identify one manager made known to HSS, in writing, by name to routinely review and inspect operations on the Premises.
- h) Employee Conduct. Proposer shall ensure that its employees engage in appropriate conduct while working at the Premises. All personnel shall be subject to City regulations regarding personal behavior and use of City facilities, and shall be dismissed at the request of City for violations or for conduct inimical or offensive to the interests of City and its staff.
- i) Compliance with Laws. The proposer shall at all times during the term of the Contract, and with respect to all phases of the performance of its obligations hereunder, comply with all applicable ordinances, laws, rules and regulations of the United States of America, the State of California, and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances or make and enforce rules or regulations. The proposer shall also obtain and keep current all licenses and permits (whether Municipal, State or Federal) required to conduct its operation at the City, and pay promptly when due, all fees therefore. Copies of any inspection reports, notices, etc., from any municipal, state or federal agency shall be forwarded to the City within one day of receipt by proposer.
- j) Rights of Entry Reserved. The City, by its officers, employees, agents, representatives and Proposers, shall have the right at all times to enter upon any or all portions of the Premises for the purpose of inspecting the Premises, observing the performance by the proposer of its obligations under this Contract, and posting notice provided by any law, rule or regulation of the City, State or Federal Government which the City deems to be for the protection of the City and/or the Premises, and for the doing of any act or thing which the City may be obligated or have the right to do under the Contract.
- k) Customer Complaints. Proposer shall immediately resolve, without expense to or intervention of the City, all customer complaints received by proposer with respect to the operation of the food service. Any disagreement which cannot be resolved between proposer and a customer shall be referred to the designated City representative, whose decision will be final.
- l) Use of kitchen by Groups. It is understood that from time to time a group may be allowed to use the kitchen to prepare its own food without service from the food proposer. Efforts

will be made though by HSS to encourage use of the contracted caterers for increased business to them.

- m) Rebate to HSS. Proposer may offer a percentage of gross sales of all bookings as a rebate to the City to defer the cost of utilities, trash removal and other maintenance.
- n) Cleaning, Trash Removal, Pest Control. Proposer shall be responsible for cleaning of the dining hall and kitchen area to include, but not be limited to, proper trash disposal, cleaning of the equipment and other supplies, utensils, tables, floors, cabinets, storage areas, freezer, refrigerator, stoves, sinks, etc. The City shall be responsible for pest control of the kitchen and dining hall and shall provide a regular program for eliminating pests.
- o) Personnel. The personnel shall have had at least one year experience in group food preparation and shall possess a current food handlers card, and any required licenses and permits to provide services in San Joaquin County.
- p) Maintenance/Repairs. Proposer shall report any repair orders to the Square's maintenance personnel immediately. HSS Maintenance shall undertake to complete repairs in a timely manner, at the City's expense, however, should any repairs be needed as a result of proposer's negligence, proposer shall reimburse the Square for such repair.
- q) Additional Requirements.
  - 1. The proposer shall work with the City to implement additional food service programs and operate additional food facilities as requested by the City and as mutually agreed in writing, should the opportunity present itself and be of benefit to both parties.
  - 2. All hot foods must reach the patron hot, and all cold foods must reach the patron cold.
  - 3. High quality ingredients shall be used in all of the proposer's operations.
  - 4. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The proposer shall adhere to the general food service industry guide; namely, if you are not willing to purchase or consume a product yourself, it should not be displayed. Left over food items served the previous day which cannot be maintained at the same level of freshness as when first served shall not be used.
  - 5. Appropriate wrappings for foods are to be used as needed. Wrappings shall be both attractive and serviceable.
  - 6. Housekeeping and sanitation programs shall meet the highest standards of cleanliness.
  - 7. Display and serving areas shall be clean, sanitary, orderly and attractive at all times. The quality and appearance of food shall be observed by proposer prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.

8. All proposer employees shall be instructed by the Proposer in proper:
  - a. Preparation methods and training
  - b. Sanitation standards
  - c. Dress (uniform) and identification
  - d. Personal habits and hygiene
  - e. Cleaning procedures
  - f. Customer services
9. Proposer's employees shall assist City personnel in the strict enforcement of City regulations.

Scope of Work:

1. Caterer(s) shall arrive at Hutchins Street Square one-half hour prior to the scheduled start time of the event, properly uniformed, with all necessary equipment to perform job satisfactorily, and shall notify event contact person upon arrival.
2. Caterer(s) will be required to act in an efficient, courteous, and professional manner at all times, on behalf of the City of Lodi.
3. Caterer(s) will be required to meet with Hutchins Street Square staff on a weekly basis to confirm scheduling.

**SECTION V.  
EVALUATION CRITERIA**

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Quality and Expertise in the catering/food service business
  - a. Availability of qualified staff to provide the service.
  - b. Past experience and quality of service as rated by references.
  - c. Years in the business.
2. Pricing Schedule
  - a. Reasonableness of food prices and miscellaneous costs.
3. Other
  - a. Quality and diversity of menus offered, including ethnic foods and special preparation.
  - b. Additional services/benefits or special expertise offered that may be advantageous to the City.
  - c. Overall responsiveness to terms, conditions, and requirements.

RESOLUTION NO. 2005-147

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING STAFF TO  
SOLICIT PROPOSALS FOR CATERING SERVICE AND RENTAL CONTRACT  
FOR HUTCHINS STREET SQUARE AND FURTHER AUTHORIZING THE CITY  
MANAGER TO AWARD OR REJECT THE CONTRACT

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WHEREAS, Hutchins Street Square, in addition to renting facilities for conferences, weddings, and private parties, also produces many special public events; and

WHEREAS, many, if not all, of these events require the services of a food caterer, liquor license, and/or concession personnel; and

WHEREAS, the contract for the on-site caterer has expired and staff recommends soliciting proposals in order to continue the program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize staff to solicit proposals for catering service and rental contract for Hutchins Street Square facilities and further authorizes the City Manager to award or reject the contract.

Dated: July 20, 2005

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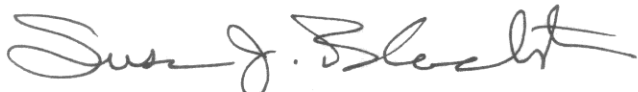
I hereby certify that Resolution No. 2005-147 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 20, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and  
Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk